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11 **UNITED STATES BANKRUPTCY COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

13 In re

14 THE SOURCE HOTEL, LLC,

16 Debtor.

Case No. 8:21-bk-10525-ES

Chapter 11

**SHADY BIRD LENDING LLC'S REPLY
TO DEBTOR'S SUPPLEMENTAL
OPPOSITION TO (A) MOTION OF
SHADY BIRD LENDING, LLC FOR
ORDER EXCUSING STATE COURT
RECEIVER FROM TURNOVER OF
ASSETS PURSUANT TO 11 U.S.C. §
543; AND (B) NOTICE OF MOTION AND
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY UNDER 11 U.S.C. §
362 (REAL PROPERTY);
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
RONALD RICHARDS IN SUPPORT
THEREOF**

DATE: June 3, 2021

TIME: 2:00 p.m.

PLACE: Courtroom "5A"

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1 Shady Bird Lending, LLC (“Shady Bird”), hereby submits its “Shady Bird
2 Lending, LLC’s Reply to Debtor’s Supplemental Opposition to (A) Motion of Shady Bird
3 Lending, LLC for Order Excusing State Court Receiver From Turnover of Assets
4 Pursuant to 11 U.S.C. § 543; and (B) Notice of Motion and Motion for Relief From the
5 Automatic Stay Under 11 U.S.C. § 362 (Real Property); Memorandum of Points and
6 Authorities; Declaration of Ronald Richards in Support Thereof” (the “Reply”), in response
7 to the “Debtor’s Supplemental Opposition to (A) Motion of Shady Bird Lending, LLC for
8 Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11 U.S.C. §
9 543; and (B) Notice of Motion and Motion for Relief From the Automatic Stay Under 11
10 U.S.C. § 362 (Real Property)” (the “Supplemental Opposition”), filed by the debtor The
11 Source Hotel, LLC (the “Debtor”) in response to the (i) “Motion of Shady Bird Lending,
12 LLC for Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11
13 U.S.C. § 543; Memorandum of Points and Authorities; Declarations of Ronald Richards,
14 Bellann R. Raile, and Brent Little in Support Thereof” (the “Section 543 Motion”) and (ii)
15 “Notice of Motion and Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362
16 (with supporting declarations) (Real Property) (the “Relief From Stay Motion”), filed by
17 Shady Bird, and represents as follows:

18 I.

19 **PREFATORY STATEMENT**

20 As opposed to demonstrating why the Receiver should be removed, and
21 relief from stay denied, the Supplemental Opposition actually supports both motions.
22 Boiled down to its essence, the Debtor’s argument is that since Shady Bird gifted
23 \$200,000 to the estate, and the Receiver made crucially needed repairs to help stabilize
24 the Project, the *Debtor* should now get to control the property. The argument is
25 disingenuous. The Debtor should not be entitled to benefit from Shady Bird and the
26 Receiver’s collective efforts to do what the Debtor still remains incapable of doing.
27 Displacing the Receiver and allowing the Debtor - who remains woefully undercapitalized
28 and entirely reliant on an affiliated entity for short term financing - to regain control will

1 once again place the Project in peril and will certainly contribute to its further diminution in
2 value.

3 As the Court will recall, it continued the hearings on Shady Bird's Section
4 543 Motion and Relief From Stay Motion in order to track what progress, if any, the
5 Debtor was making towards exiting this chapter 11 case and what measures the
6 Receiver has undertaken to further stabilize the Project. As detailed in "Shady Bird
7 Lending LLC's Supplemental Statement Re (1) Motion of Shady Bird Lending, LLC for
8 Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11 U.S.C. §
9 543, and (2) Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362 (with
10 supporting declarations) (Real Property); Declarations of Bellann R. Raile and Andrew
11 Trost in Support Thereof" (the "Supplemental Statement") [Docket No. 135], the Receiver
12 has been using the \$200,000 "gifted advance" to make desperately needed repairs.

13 The Supplemental Statement demonstrates that the Receiver has been
14 doing more than just baby-sitting the Project, and it details the specific steps the Receiver
15 has taken with Shady Bird's advances to remediate serious issues of neglect she
16 identified. After review, the Court surely will conclude that under no circumstances
17 should the Receiver be removed pending Shady Bird's request for relief from stay, or
18 verifiable evidence of exit or DIP financing, a sale, or a confirmable plan.

19 The Debtor has offered nothing in the way of funds or expenditures to
20 manage or stabilize the Project, and it has yet to show it has any ability to complete the
21 Project which Shady Bird estimates will cost upwards of \$20,000,000. Even the Debtor
22 cannot get its story straight when it comes to determining the amount necessary to fund
23 construction through completion. On the one hand, Donald Chae states that it will cost
24 anywhere between \$12,000,000 to \$16,000,000 to compete construction and remove the
25 mechanic's liens in order to gain its certificate of occupancy.¹ The Debtor's new retained
26

27 ¹ See declaration of Donald Chae filed in support of "Notice of Motion and Motion for Entry of An Order (A)
28 Authorizing Debtor to Use Cash Collateral; and (B) Authorizing Debtor to Obtain Post-Petition Financing
(footnote continued)

1 advisor, Matthew L. Sams, contradicts Mr. Chae and states that it will only take between
2 \$4,030,000 to \$6,055,000 to finish construction.²

3 If necessary, Shady Bird is more than willing to conduct discovery and allow
4 this Court to determine on its own what the actual range of construction completion costs
5 will be, and the time frame involved for obtaining a certificate of occupancy. What
6 remains true, however, is that the costs are in the millions if not tens of millions of dollars,
7 and, to date, the Debtor has demonstrated a pronounced inability to locate any financing,
8 investors, or buyers willing to take on the Project. Shady Bird, conversely, is more than
9 willing to undertake sole control of the Project, and it has communicated its intentions to
10 the City of Buena Park (the "City") to assuage any concerns it may have if relief from stay
11 was granted.

12 Moreover, as detailed in Shady Bird's Supplemental Statement, the
13 Receiver received an initial advance of \$31,784.95 from Shady Bird on March 8, 2021,
14 followed by a subsequent advance of \$63,305.82 on May 6. The initial disbursements
15 made by the Receiver for various items totaled \$58,234.08, after which the Receiver
16 determined that an additional \$118,047.38 in expenses would need to be paid during the
17 initial interim period. After subtracting the initial expenses from the first two advances,
18 this left a balance of \$36,856.69, however, once the additional \$118,047.08 was factored
19 into the equation, this left a deficit of \$81,190.69, which Shady Bird has agreed to
20 advance prior to the hearing.

21 Specifically, the Receiver's first course of action was not only to identify the
22 most important items to complete to ensure the health and safety of the Project, but also
23 to consider what could be done within budget and the short timeframe for work to be

24 _____
25 From M+D Properties On An Unsecured Basis; Declaration of Donald Chae in Support Thereof" (the "Cash
Collateral Motion") [Docket No. 123], ¶ 29, p. 27, ll. 23-27.

26 ² See "Declaration of Matthew L. Sams in Support of Debtor's Supplemental Opposition to (A) Motion of
27 Shady Bird Lending, LLC for Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11
U.S.C. § 543; and (B) Notice of Motion and Motion for Relief From the Automatic Stay Under 11 U.S.C. §
362 (Real Property)" [Docket No. 132], ¶ 4, p. 3, ll. 10-12.

1 completed. In consultation with various parties, the Receiver developed the following
2 working list:

3 • Fire Sprinkler Protection - Investigate what was necessary to secure
4 the Project at all levels.

5 • Freight Elevator - Schedule an inspection by KONE, an engineering
6 company specializing in elevator engineering, to determine the safety of the system and
7 to make any necessary repairs, and thereafter have the state elevator inspector approve
8 the elevator for temporary use.

9 • Roof Leaks - Repair roof leaks on both roof levels.

10 • Temporary Closures - Provide temporary closure at all 4th Floor
11 openings leading to the exterior side of the Project where doors are not installed.

12 • Mold - Perform a moisture and mold test to confirm mold damage as
13 well as secure a proposal to understand the costs associated with mold removal and
14 thereafter undertake the necessary remediation and repairs.

15 • Pool Deck and Roof Deck - Secure both areas from adjacent
16 property, if possible.

17 • Sewer - Continue to investigate sewer smell and make necessary
18 field repairs.

19 • Rooftop Mechanical Equipment - Investigate the structural
20 requirements regarding the mechanical equipment and duct work at both roof levels and
21 complete proper anchoring.

22 • Replace Broken Windows - Replace two broken windows and the
23 glass adjacent to the doorway in the front of the Project.

24 • Pool Deck - Remove damaged plastic tarps and secure damaged
25 deck, if possible.

26 • Pool - Confirm and implement the necessary protective measures for
27 pool safety.

28

1 • Temp Power - Confirm where power is coming from that supports the
2 Project's temporary lighting.

3 • Coupon Samples - Obtain samples from the exiting water lines to
4 understand if there is any corrosion and if any action items are required to repair
5 identified damage.

6 • Carpet Protection - Provide protective plastic membrane over
7 carpeted floors in all hotel rooms.

8 The Supplemental Statement also walked the Court through how the
9 Receiver has ameliorated these identified problems, which are not minor, as the Debtor
10 suggests. Shady Bird also presented the Court with the Preconstruction Phase 2A
11 Progress Report (the "Phase 2A Report") dated May 20, 2021, which the Receiver
12 commissioned from Carine Consulting. The Carine Phase 2A Report sets forth in great
13 detail the additional remedial measures which need to be taken in the short term to
14 stabilize and repair and prevent any further diminution in value to the Project. In other
15 words, the Project's condition (which only has any semblance of stability due solely to the
16 efforts of the Receiver and Shady Bird) is not as rosy as the Debtor paints.

17 Further justifying Shady Bird's dual request for the Receiver to remain in
18 control and for relief from stay is the letter the City sent to the Debtor on May 14, 2021,
19 underscoring its serious concerns with the Project's future. A true and correct copy of the
20 May 14, 2021, letter was attached as Exhibit "B" to Shady Birds' Supplemental
21 Statement. According to the City, due to the Receiver's appointment, as well as the
22 Debtor's subsequent chapter 11 filing, the City (which now also serves as "successor
23 agency" to the former community redevelopment agency) has determined that these
24 events justify early termination of the financial assistance being provided by the City
25 under the Disposition and Development Agreement ("DDA") dated October 26, 2010, by
26 and between the former community redevelopment agency and The Source at Beach,
27 LLC (the "Developer").
28

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1 In light of the Receiver's appointment and the chapter 11 filing, and given
2 the unknown future of the Project, the City's May 14 letter provided the Debtor and
3 Developer notice that it intends to withhold all future "Financial Assistance" payments that
4 otherwise might be paid Developer under the DDA unless and until: (i) Developer cures
5 these defaults and proceeds with construction of the Hotel Project to the City's
6 reasonable satisfaction, in which case the withheld and future Financial Assistance
7 payments *might be* released on terms acceptable to the City; or (ii) the City declares
8 formal default of the DDA and terminates the Financial Assistance, in which case neither
9 the withheld nor future payments will be remitted to Developer. According to the City, the
10 Financial Assistance payments will be held in an interest-bearing escrow account
11 established and managed by the City pending a decision on if or how such funds will be
12 remitted, if ever.

13 This letter, when read in conjunction with the serious issues discovered by
14 the Receiver before and during the initial interim period, not only supports a finding of
15 "cause" justifying either relief from stay under section 362(d)(1), but also "cause" to
16 authorize the Receiver's continued possession and control over the Project.

17 There is a mountain of irrefutable evidence showing that, due its current
18 neglected and dilapidated state, there is at least a threatened decline in value, such that
19 relief from stay for "cause" is warranted at this time under section 362(d)(1). The
20 uncontroverted evidence demonstrates that the Project has suffered dramatically during
21 the Debtor's ownership and but for the Receiver's appointment and Shady Bird's financial
22 commitment, it would only continue to deteriorate and diminish in value. The Debtor
23 admittedly lacks the ability to cure the existing loan default or service Shady Bird's debt,
24 and it has no ability to restart, let alone complete, construction, which could cost tens of
25 millions of dollars to finish. Importantly, it is only due to Shady Bird's advances that the
26 Receiver is able to bring any sense of stability to the Project.

27 The Debtor cannot enjoy the benefits of the Receiver and Shady Bird's joint
28 efforts and advances, and then argue that this warrants turning the Project back over to

1 the cash poor Debtor, who is barely operating on a shoestring budget with funds provided
2 by its affiliated company.

3 Finally, the Debtor certainly cannot tout that it has the unwavering support
4 of the City, as the City has now withdrawn its "Opposition By the City of Buena Park to
5 Shady Bird Lending, LLC's Motion for Relief From the Automatic Stay Under 11 U.S.C. §
6 362."³ The City, therefore, has no opposition to Shady Bird foreclosing on the project.
7 The City has cancelled all contracts and permits with the Debtor, and the Debtor has
8 supplied no evidence demonstrating that it will ever repair its relationship with the City.
9 The Debtor also has provided no evidence that any "flag" hotel will continue to work with
10 the Debtor on the project. The City's withdrawal shows implicitly that the only party that
11 can save this project is Shady Bird, not the Debtor.

12 As the declaration of Ronald Richards, affixed hereto, confirms, Shady Bird
13 has committed \$25,052,359.99 to complete the hotel and the funds are in its general
14 operating account. The only way for this troubled asset to come to fruition is for Shady
15 Bird to immediately start construction, which requires that relief from stay be granted.
16 The prejudice to the City and the other creditors is severe, and more time spent waiting
17 for the Debtor to locate financing could kill the market and result in nothing but an
18 eyesore on the City's landscape. The Debtor has no support from anyone to finish this
19 project and none was listed in the Motion and not a scintilla of evidence was presented
20 as to feasibility or if any lender would lend a dead entity money to pay prior mechanic's
21 liens and EB5 investors. The only way to clear up title and ensure completion is through
22 a foreclosure.

23 As a result, Shady Bird reaffirms its request that relief from stay be granted
24 under section 362(d)(1) and, alternatively, either the Section 543 Motion be granted or, at
25 _____

26 ³ Pursuant to Rule 201 of the Federal Rules of Evidence, the Court is respectfully requested to take judicial
27 notice of the "Notice of Immediate Withdrawal of Opposition By the City of Buena Park to Shady Bird
28 Lending, LLC's Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362" filed on May 26, 2021
[Docket No. 143].

1 a minimum, the Court maintains the status quo and keeps the Section 543 Order in place
2 for at least another 60-90 days, on the same terms and conditions as presently codified in
3 the order, until such time as the Debtor (i) obtains an order authorizing DIP financing, or a
4 sale of the Project, in an amount to pay off Shady Bird's debt, in full, or (ii) files a plan of
5 reorganization that the Court has determined has a reasonable possibility of being
6 confirmed with a reasonable time. At a minimum, the Court should set immediate
7 milestones within the next thirty days if for whatever reason relief is not granted.

8 **II.**

9 **CONCLUSION**

10 Based on the foregoing, Shady Bird respectfully requests that the Relief
11 From Stay Motion be granted in all respects, or, in the alternative, that the Section 543
12 Motion be granted in all respects or granted on a further interim basis, and for such other
13 and further relief as the Court deems just and proper under the circumstances.

14 DATED: May 27, 2021

SulmeyerKupetz
A Professional Corporation

17 By: /s/ Daniel A. Lev

Daniel A. Lev
Attorneys for Shady Bird Lending, LLC

19 DATED: May 27, 2021

Law Offices of Ronald Richards & Associates, APC

22 By: /s/ Ronald Richards

Ronald Richards
Attorneys for Shady Bird Lending, LLC

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DECLARATION OF RONALD RICHARDS

I, Ronald Richards, declare and state as follows:

1. At all times relevant hereto, I have been the non-member, manager for Shady Bird Lending, LLC, a California limited liability company ("Shady Bird"). In this capacity, I have personal knowledge of the facts set forth in this declaration, and if called as a witness for this purpose, I could and would testify competently under oath to them.

2. I make this declaration in support of the "Shady Bird Lending, LLC's Reply to Debtor's Supplemental Opposition to (A) Motion of Shady Bird Lending, LLC for Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11 U.S.C. § 543; and (B) Notice of Motion and Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362 (Real Property); Memorandum of Points and Authorities; Declaration of Ronald Richards in Support Thereof" (the "Reply"), in response to the "Debtor's Supplemental Opposition to (A) Motion of Shady Bird Lending, LLC for Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11 U.S.C. § 543; and (B) Notice of Motion and Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362 (Real Property)" (the "Supplemental Opposition"), filed by the debtor The Source Hotel, LLC (the "Debtor") in response to the (i) "Motion of Shady Bird Lending, LLC for Order Excusing State Court Receiver From Turnover of Assets Pursuant to 11 U.S.C. § 543; Memorandum of Points and Authorities; Declarations of Ronald Richards, Bellann R. Raile, and Brent Little in Support Thereof" (the "Section 543 Motion") and (ii) "Notice of Motion and Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362 (with supporting declarations) (Real Property) (the "Relief From Stay Motion"), filed by Shady Bird.

3. I am not a member or owner of Shady Bird, but I am the only one who is authorized to execute settlements or act on behalf of the entity.

4. Based on recent discussions between Shady Bird and the City of Buena Park (the "City"), the City has withdrawn its "Opposition By the City of Buena Park to Shady Bird Lending, LLC's Motion for Relief From the Automatic Stay Under 11 U.S.C.

1 § 362.” The City, therefore, has no opposition to Shady Bird foreclosing on the project.
2 The City has cancelled all contracts and permits with the Debtor, and the Debtor has
3 supplied no evidence demonstrating that it will ever repair its relationship with the City.
4 The Debtor also has provided no evidence that any “flag” hotel will continue to work with
5 the Debtor on the project. The City’s withdrawal shows implicitly that the only party that
6 can save this project is Shady Bird, not the Debtor.

7 5. In this regard, Shady Bird has committed \$25,052,359.99, which is
8 available in its general operating account, to complete construction of the hotel.
9 Conversely, the Debtor neither has the available funds nor support from the City to finish
10 the project. The only way out for this troubled asset is for Shady Bird to obtain relief from
11 stay, foreclose, and to commence construction.

12 I declare under penalty of perjury under the laws of the United States of
13 America that the foregoing is true and correct.

14 Executed this 27th day of May, 2021, at Los Angeles, California.

15 /s/ Ronald Richards
16 Ronald Richards
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **SHADY BIRD LENDING LLC'S REPLY TO DEBTOR'S SUPPLEMENTAL OPPOSITION TO (A) MOTION OF SHADY BIRD LENDING, LLC FOR ORDER EXCUSING STATE COURT RECEIVER FROM TURNOVER OF ASSETS PURSUANT TO 11 U.S.C. § 543; AND (B) NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF RONALD RICHARDS IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) May 27, 2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Attached

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) May 27, 2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Overnight Mail

The Honorable Erithe A. Smith
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5040
Santa Ana, CA 92701

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 27, 2021

Date

Cheryl Caldwell

Printed Name

/s/Cheryl Caldwell

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Ron Bender on behalf of Debtor The Source Hotel, LLC
rb@lnbyb.com

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